

Southern Railway System

P.O. Box 1808
Washington, D.C. 20013

KARL A. STOECKER
SENIOR VICE PRESIDENT
FINANCE

RECORDATION NO. 8652-1425
920 15TH STREET, N.W.
TEL: (202) 383-4600

JUN 26 1980 JUN 26 1980 - 2 35 PM

59080, 59969 INTERSTATE COMMERCE COMMISSION

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

0-178A048
JUN 26 1980
Date
Fee \$ 10.00

RECEIVED
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I.C.C.
FEE OPERATION B.R.

Dear Mrs. Mergenovich:

ICC Washington, D. C.

I enclose five original counterparts of the instrument described in paragraph (1) hereof, for recordation and return, together with two original counterparts for the Commission's files.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

- (1) The enclosed document is a Supplement dated as of June 16, 1980, to Equipment Trust Agreement between Citibank, N.A., Trustee, and Southern Railway Company dated as of January 15, 1977, as amended, constituting Southern Railway Equipment Trust No. 1 of 1977.
- (2) The Supplement is executed for the purpose of subjecting to the Equipment Trust certain new equipment, being:
3 - new 70-ton 50' Pulpwood Cars bearing road numbers 142071-142072 and 142099, AAR designation LP.

The units of Equipment will be marked with the words:

"OWNED BY A BANK OR TRUST COMPANY UNDER A FINANCING AGREEMENT RECORDED WITH THE INTERSTATE COMMERCE COMMISSION UNDER SECTION 20c OF THE INTERSTATE COMMERCE ACT."

- (3) The Equipment Trust Agreement was filed and recorded in your office on January 10, 1977, at 10:00 A.M., and was assigned Recordation No. 8652.

- (4) After recordation, the original document should be returned to Joseph C. Dimino, Esq., Solicitor, Southern Railway Company, P. O. Box 1808, Washington, D.C. 20013.
- (5) The recordation fee of \$10.00 is enclosed.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

A handwritten signature in black ink, appearing to read "K.A. Stoecker". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Karl A. Stoecker *KAS*

Encl.

Executed in 7 Counterparts of
which this is Counterpart No. /

RECORDATION NO. 8652-F
FILED 1425

JUN 26 1980 11 22 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of
June 16, 1980, by and between

CITIBANK, N.A., a national banking association duly incor-
porated and existing under the laws of the United States of
America with its head office in the City of New York, New York,
(the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, and
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY, a Georgia corporation,
(together called the "Company"), party of the second part;

W I T N E S S E T H T H A T :

WHEREAS, by agreement dated as of January 15, 1977, as
amended, (the "Agreement"), between the Trustee and the Company
there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 1 OF
1977; and

WHEREAS, Southern Railway Company assigned portions of its
interest in the Agreement to GEORGIA SOUTHERN AND FLORIDA RAILWAY
COMPANY by assignment dated as of January 16, 1977; and

WHEREAS, by the Agreement the Trustee has let and leased
unto the Company certain railroad equipment as defined in the
Agreement (the "Equipment") for a term as set forth in the
Agreement, all upon such terms and conditions as therein
specified; and

WHEREAS, in Sections 3.4 and 4.9 of the Agreement, it is
provided that upon the filing with the Trustee of the appropriate
documents, any Deposited Cash held by the Trustee or any monies
paid to the Trustee pursuant to Section 4.9 or Section 4.7 of
the Agreement may be applied to the purchase of additional
equipment; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Sections 3.4 and 4.9 of the Agreement now
proposes to cause to be sold, assigned, transferred and set
over unto the Trustee, as trustee under the Agreement, three
(3) new 70-ton 50' Pulpwood Cars bearing road numbers 142071-
142072 and 142099 (the "Additional Equipment");

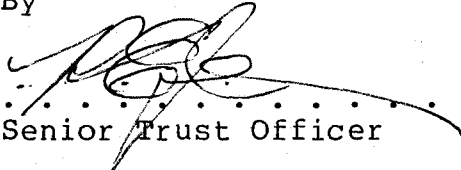
NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all of its right, title and interest under the contract for the acquisition of the Additional Equipment and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

CITIBANK, N.A., As Trustee
By


Senior Trust Officer

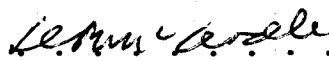
ATTEST:


Trust Officer

SOUTHERN RAILWAY COMPANY,
GEORGIA SOUTHERN AND FLORIDA
RAILWAY COMPANY,
By

ATTEST:


Assistant Secretary


Vice President

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 19th day of June, 1980, before
me personally appeared RALPH E. JOHNSON, to me personally
known, who, being by me duly sworn, says that he is a
Senior Trust Officer of CITIBANK, N.A., that one of the
seals affixed to the foregoing instrument is the corporate seal
of said corporation, that said instrument was signed and sealed
on behalf of said corporation pursuant to due corporate
authority and he acknowledged that the execution of the
foregoing instrument was the free act and deed of said
corporation.

St. Douglas Hunter
DISTRICT OF COLUMBIA.

On this 26th day of June, 1980, before
me personally appeared DR McArthur to me personally
known, who, being by me duly sworn, says that he is a Vice
President of SOUTHERN RAILWAY COMPANY and GEORGIA SOUTHERN AND
FLORIDA RAILWAY COMPANY, that one of the seals affixed to the
foregoing instrument is the corporate seal of said corporation,
that said instrument was signed and sealed on behalf of said
corporation pursuant to due corporate authority and he
acknowledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

C O Wagner
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C. O. WAGNER
Notary Public
In and For the District of Columbia
My Commission Expires May 31, 1982